

AG Contract No. KR96 0373TRN
ADOT ECS File No. JPA 96-142
Project: DHS Vehicle Maintenance
Section: Statewide

INTERAGENCY AGREEMENT
BETWEEN
THE DEPARTMENT OF TRANSPORTATION
AND
THE DEPARTMENT OF HEALTH SERVICES

THIS AGREEMENT is entered into Oct 21, 1996, 1996, between agencies of the STATE OF ARIZONA, to wit; the DEPARTMENT OF TRANSPORTATION, acting by and through its Equipment Administrator (the "DOT") and ARIZONA DEPARTMENT OF HEALTH SERVICES, acting by and through its Division Director (the "DHS").

I. RECITALS

1. The DOT is empowered by Arizona Revised Statutes Section 28-108 and 35-148 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the DOT.

2. The DHS is empowered by Arizona Revised Statutes Section to enter into this agreement and has resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the DHS.

3. The DHS has a continuing requirement for motor vehicle maintenance and repair (M&R) services. The DOT is capable of providing motor vehicle M&R services to the DHS at competitive costs at various statewide locations.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE

1. The DOT will:

a. Appoint DOT personnel with appropriate authority to administer and coordinate the work contemplated herein with DHS. Notify DHS of business and emergency M&R telephone numbers and locations.

b. Perform repair activities at the current DOT fully burdened labor rate for actual time (currently \$29.50 per labor hour). Parts provided by DOT for DHS M&R or PM will be invoiced at cost plus ten percent.

c. Provide DHS M&R and PM services priority whenever possible. In the event of a conflict DOT shop supervisors scheduling decisions shall prevail.

d. No more often than monthly, invoice DHS for services provided, supported by individual vehicle work orders, detailing work performed and parts used.

2. The DHS will:

a. Appoint DHS personnel with appropriate authority to administer and coordinate the work contemplated herein with DOT.

b. Provide DOT with electronic data necessary to load master equipment records and points of contact into the DOT data system.

c. Reimburse the DOT within 30 days after receipt of invoices for work performed under this agreement.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until cancelled by either party or other competent authority.

2. This agreement shall become effective upon execution by the parties hereto.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Equipment Administrator
2225 South 22 Avenue, Mail Drop 071R
Phoenix, AZ 85009-6997

Arizona Department of Health Services
Warehouse Manager
2500 East VanBuren Street
Phoenix, AZ 85008

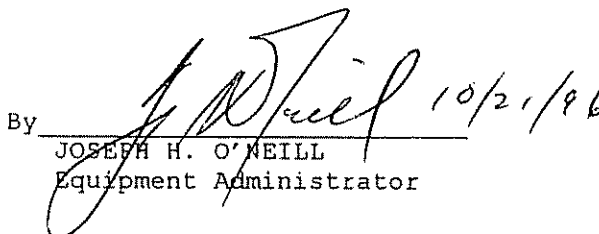
IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

STATE OF ARIZONA

DEPARTMENT OF HEALTH SERVICES

DEPARTMENT OF TRANSPORTATION

By 

By  10/21/96
JOSEPH H. O'NEILL
Equipment Administrator